

COUNTY OF FRESNO



REQUEST FOR PROPOSAL

NUMBER: 26-076

MULTISYSTEMIC THERAPY SERVICES

Issue Date: August 25, 2026

Closing Date: SEPTEMBER 22, 2026 AT 2:00 PM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact **Crystal Nino** at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFP.

Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

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OVERVIEW

The County of Fresno on behalf of the Department of Behavioral Health (DBH) is requesting proposals from qualified vendors to provide a Multisystemic Therapy (MST) program. MST services shall be provided to youth twelve (12) to seventeen (17) years old who are at risk of severe consequences within their family, school, or community due to serious externalizing, anti-social, and/or challenging behaviors. As the result of this Request for Proposal, DBH will select one (1) vendor to execute a resulting agreement.

Under the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate, DBH as the Behavioral Health Plan (BHP) for Fresno County, must provide comprehensive screening, diagnostic, treatment and preventive health care services for individuals under the age of twenty-one (21) who are enrolled in full scope Medi-Cal. Through EPSDT, MST has been identified as a required evidence-based practice that must be made available to all Medi-Cal eligible persons who meet MST criteria.

The intended benefit of creating a program such as the MST Program is for therapists to work in the home, school, and community to provide caregivers and youth with the tools they need to transform the lives of the youth and reduce criminal activity, mental health challenges, and undesirable behaviors. Provider will work closely with MST Services on the MST Evidence Based Model.

Funding

Services will be funded through a combination of Share of Cost, private insurance, Medi-Cal, and/or other sources. The selected bidder will be responsible to enter all Medi-Cal claims into the County's data and billing system and will be responsible for any and all audit exceptions pertaining to the delivery of services.

Term of the Contract

Contracted services shall begin in October 2026. The resulting Agreement will be for an initial three (3) year period with the provision for two (2) one (1) year optional renewal periods upon written approval by both parties based on satisfactory performance and adequate funding as determined by the County.

Additional Information

It is the intent of the County to engage a selected bidder in a service agreement to provide the professional services described herein. The County reserves the right, at its sole discretion, to terminate this RFP process or negotiations with selected bidder and either perform the work with its own staff or begin a new RFP process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFP, or to the selected bidder prior to execution of a service agreement.

KEY DATES

RFP Issue Date: **August 25, 2026**

Written Questions for RFP Due: **September 8, 2026 at 10:00 AM**
Questions must be submitted on the Bid Page.

RFP Closing Date: **September 22, 2026 at 2:00 PM**
Proposals must be electronically submitted on the Bid Page.

GENERAL REQUIREMENTS & CONDITIONS

TERM: It is County's intent to contract with the successful bidder for a term of three years with the option to renew for up to two additional one year periods based on mutual written consent.

The County reserves the right to terminate any resulting contract upon written notice.

AWARD: The award will be made to the vendor offering the proposal that is deemed the most advantageous to the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County will be the sole judge in making such determination. The County reserves the right to reject any and all proposals. Award Notices are tentative. Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid Purchase Order by Purchasing. After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

Award may require approval by the County of Fresno – Board of Supervisors.

PARTICIPATION: The bidder may agree to extend the terms of the resulting contract to other political subdivisions, municipalities, and tax-supported agencies. Such participating governmental bodies may make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

CONFIDENTIALITY: Services performed by the bidder shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

The bidder shall submit to County's monitoring of said compliance.

The bidder may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

The bidder shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County. The bidder shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and their tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor. A specialty contractor cannot contract for work outside of their classification even if they are going to subcontract that work to another licensee who does hold the classification. The only classification that may do that is the B – General Building contractor.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables them to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

DISCLOSURE: The bidder is required to disclose if, within the three-year period preceding the proposal, their owners, officers, corporate managers and partners have been convicted of, or had a civil judgment rendered against them for:

- fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- violation of a federal or state antitrust statute;
- embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
- false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

TIE BIDS: In the event of a tie score between two or more proposals at the completion of the evaluation process, the evaluation team will break the tie by re-evaluating the proposals and coming to a consensus on which proposal to award. Additional information or interviews may be requested from bidders with the tied proposals.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of

County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS & RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

PAYMENT: County will make partial payments for all purchases made under the contract and accumulated during the month. Terms of payment will be net forty-five (45) days.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

LICENSES AND CERTIFICATIONS: Any license(s) and/or certification(s) required in this RFP must be obtained by the bidder prior to submitting a proposal and must be active and in good standing. Proposals submitted without the proper license(s) and/or certification(s) will be deemed non-responsive.

PUBLIC CONTRACT CODE SECTION 7028.15: Where the State of California requires a Contractor's license; it is a misdemeanor for any person to submit a bid unless specifically exempted.

BID INSTRUCTIONS

- All prices and notations must be typed or written in ink.
- Unless otherwise noted, prices shall remain firm for 180 days after the closing date of the bid.
- Proposals must be electronically submitted on the forms provided in this RFP with all pages numbered.
- Bidder may not submit links of any kind. Links will not be reviewed and may be cause for rejection.
- Additional material may be submitted with the proposal as attachments. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- Bidders must electronically submit their proposal in .pdf format, no later than the proposal closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- County of Fresno will not be held liable for any costs incurred by vendors in responding to this RFP.
- Bidders are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be electronically submitted in a separate PDF file clearly named "TRADE SECRETS" and marked as Confidential, see Trade Secret Acknowledgement section.
- If a bidder finds any discrepancies or has any questions, submit all inquiries to the Bid Page on Public Purchase or contact **Crystal Nino** at (559) 600-7110. Any change in the RFP will be made only by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.
- Failure to respond to all questions or to not supply the requested information could result in rejection of your proposal. Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested.
- Proposals received after the closing date and time will NOT be considered.
- Proposals will be evaluated by an evaluation team led by County Purchasing and may consist of County of Fresno department staff, community representatives from advisory boards, and other members as appropriate. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. Upon review and evaluation, the evaluation team will make the final recommendation to the County department.
- Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 and in Word format to CountyPurchasing@fresnocountyca.gov. Appeals should address only areas regarding RFP contradictions, procurement errors, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

- All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific Analyst managing this RFP is identified on the cover page, along with their contact information, and they should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal appeal against the RFP, such vendor may contact the Purchasing Manager who manages that appeal as outlined in the County's established appeal procedures. All such contact must be in accordance with the sequence set forth under the appeal procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board at scheduled Board Meeting.

SCOPE OF WORK

I. Background

The County of Fresno, on behalf of the Department of Behavioral Health (DBH), is requesting proposals from a qualified bidder to provide Multisystemic Therapy (MST) services for youth ages 12-17 that meet criteria for the program.

In March 2024, California voters passed Proposition 1 for the Behavioral Health Services Act (BHSA). Under BHSA and the Department of Health Care Services' (DHCS) Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) initiative, counties are required to provide evidence-based services including MST.

MST is an evidence-based, time-limited, intensive family- and community-based treatment program that uses therapy sessions to address emerging high-risk behaviors including criminogenic behavior, anti-social activities, substance use, and other behaviors that may lead to juvenile justice involvement or out-of-home placement.

MST is delivered in the context of the family unit. For parents/caregivers, the goal is to learn skills to independently address difficulties in raising children and adolescents as well as skills to cope with other family, peers, and neighborhood problems. It emphasizes cultural responsiveness and the centering of home and community settings, as well as partnership with schools, law enforcement and the juvenile justice system.

One (1) bidder will be selected to provide services according to the specifications of the Scope of Work section of this RFP.

II. Target Population

The target population includes youth ages 12-17 who are at risk of severe consequences within their family, school, or community due to serious externalizing, anti-social, and/or challenging behaviors. This includes and is not limited to youth who are involved in the juvenile justice system and/or who are at risk or out-of-home placement due to a history of criminogenic behavior.

Exceptions for youth of an appropriate developmental age, such as ages 10, 11, and 18, may be requested and shall be reviewed on a case-by-case basis by DBH to determine program eligibility.

a. Entry Criteria for Services –

- i. Person served must be a Fresno County resident.
- ii. Externalizing behavior symptoms such as chronic or violent juvenile offenses, resulting in a Diagnostic and Statistical Manual of Mental Disorders (DSM-5-TR) diagnosis of conduct disorder or other diagnoses consistent with such symptomatology (ODD, Behavior Disorder NOS, etc.)

- iii. Living in a family-like setting (not congregate care) and at risk for out-of-home placement or transitioning back from an out-of-home setting
- iv. Ongoing multiple system involvement due to high-risk behaviors and/or risk of failure in mainstream school settings due to behavioral problems
- v. Less intensive treatment has been ineffective or is inappropriate; and
- vi. One of the following:
 - 1. Behavioral health issues that manifest in outward behaviors that negatively impact multiple systems (e.g. family, school, community); or
 - 2. Substance use disorder issues may be included if they meet the mandatory criteria, and MST is deemed more clinically appropriate than focused drug and alcohol treatment.
- vii. Any of the following criteria are sufficient for exclusion from this evidence-based practice:
 - 1. Meets criteria for out-of-home placement due to suicidal, homicidal, or psychotic behavior or psychiatric problems are the primary reason leading to referral or has severe and serious psychiatric problems.
 - 2. Lives independently, or a primary caregiver cannot be identified despite extensive efforts to locate all extended family, adult friends, and/or other potential surrogate caregivers.
 - 3. Referral is limited to serious sexual misbehavior.
 - 4. Autism spectrum diagnosis.

III. Description of Services

a. Services Start Date

- i. Services are intended to start on October 1, 2026.
- ii. The selected bidder shall have until June 30, 2029, to meet full fidelity for MST services.

b. Summary of Services

MST teams shall:

- i. Be available to provide crisis assessment and intervention 24/7, including telephone and face-to-face in-person contacts, as needed, with an MST clinical supervisor or clinician.
- ii. Be responsive to persons served who may be admitted to emergency departments, crisis stabilization centers, inpatient psychiatric facilities, or correctional facilities.
- iii. Provide whatever direct assistance is necessary and reasonable to ensure the person served obtains the necessities of daily life, such as food, housing, clothing, and medical and dental services.
- iv. Maintain dedicated MST caseloads, providing no other clinical services other than the MST program.
- v. Achieve an MST-certified team and work with the identified Center of Excellence for fidelity.
- vi. Have an MST program that meets full fidelity by June 30, 2029.

Deliver a comprehensive specialty mental health program. Selected bidder must ensure the following services are provided by appropriately credentialed staff:

- i. Assessment
- ii. Care planning/Goal setting
- iii. Individual/Family therapy
- iv. Targeted Case Management
- v. Rehabilitation
- vi. Referral and Linkage to additional services and supports
- vii. Selected bidder must ensure access to the following:
 - 1. Hospitalization/Post Hospitalization Support
 - 2. Crisis Intervention

c. Location of Services

MST services are community-based outpatient care. Most of the contacts are required to be in person. Services may be delivered in the home, community, school, or anywhere where a youth needs support. Other examples include but are not limited to, community parks, libraries, and community resource sites related to juvenile justice involvement. There are no restrictions on service delivery locations. MST services shall be available within both Metro and Rural Fresno County. Some service components may be delivered through telehealth or telephone. However, the selected bidder is expected to provide the majority of services face-to-face. The use of external resources such as crisis lines, or an after-hours line operated for other programs within the agency will not suffice as an MST visit nor meet the 24/7 requirement but can be used in addition to MST services as part of the families' safety plan.

d. Hours of Operation

MST services should be flexible, offered in the evenings and on weekends to meet the needs of the person served. The MST treatment team shall be available 24/7, including holidays. MST clinicians shall create an appropriate rotation schedule to ensure at least one (1) clinician (including the Clinical Supervisor) is on-call on weekends.

When MST staff are not working with persons served, they will have the discretion regarding their hours of operation.

e. Length of Stay

Duration of services is individualized based on progress towards treatment goals and therefore, there is no minimum or maximum required length of stay. The average length of MST service provision is 3-5 months. Treatment intensity varies and is based on the youth and family needs (i.e., sessions may range from brief check-ins to two (2) hour sessions on a daily to weekly basis). Persons served should be discharged when they would begin to benefit from lower intensity services. Full recovery of symptomology is not expected while enrolled in the MST program.

f. Referrals

Referrals shall come solely from DBH internal and contracted mental health providers. Walk-ins are not available for this proposed program. DBH will approve all referrals prior to the successful bidder enrolling the youth into the program.

g. Care Coordination/Transition Plan

- i. Selected bidder must ensure that transition and discharge procedures are supportive, minimally disruptive, and clinically appropriate.
- ii. Discharge shall be determined on a case-by-case basis, as clinically appropriate. Reasons for discharge include: the person served, or caregiver refuses or terminates services, the person served is transferred to another program mutually agreed upon by the treatment team, person served (and their guardian, if applicable) agrees that the treatment goals have been met, and/or the target person served is eighteen (18) years old or older.
- iii. The MST program, as a high-intensity level of care, should routinely transition persons served to a lower level of care when goals are met in this program. Staff should not discharge persons served from the MST program until the person has been successfully enrolled in a new program.

h. Level of Care/Modality

MST

- i. Selected bidder shall provide MST evidence-based services as outlined in this RFP meeting full fidelity by June 30, 2029.
- ii. MST is a high-intensity program and staff are expected to provide as many services as needed by the family. This often equates to four to seven (4-7) services per week during the initiation phase, tapering to one to two (1-2) services per week as the person served nears discharge.
- iii. Services should primarily be delivered in person, although telehealth may be used as a supplement.
- iv. The maximum caseload for each clinician is five to six (5-6) families at any given time. The Clinical Supervisor may carry a caseload of two (2) families at any given time.

i. Evidence-Based Practice

MST is a mandated evidence-based practice (EBP) under EPSDT. Bidders shall detail how they plan to meet all EPSDT and BH-CONNECT requirements. The MST Center of Excellence (COE), MST Services, Inc., provides required training, technical assistance and fidelity monitoring to behavioral health delivery systems and behavioral health practitioners implementing this EBP. Selected bidder shall be required to work collaboratively with MST Services, Inc., including but not limited to the following ways:

- i. Attend all required trainings
 - 1. 18-hour online orientation training
 - 2. 2-day in person local or regional training
 - 3. 2-day supervisor training (online or in person)
 - 4. 1.5-day in person booster trainings every three months
- ii. Meet with MST Services, Inc. and Fresno County DBH weekly to monthly
- iii. Agree to ongoing fidelity monitoring by County and MST Services, Inc.
- iv. Agree to technical assistance from County and MST Services, Inc.
- v. Agree to complete certification through MST Services, Inc.
- vi. Document clinical notes in MST Services, Inc.'s database

Bidders shall detail how they plan to work collaboratively with the MST COE and DBH to offer clinically appropriate, unduplicated services and maintain fidelity to the program model, including linkage to psychiatric services when needed.

IV. Staffing

Bidders shall propose appropriate staffing plans/patterns sufficient to deliver the necessary level of service as described in their proposal. Clinical Supervisors and the clinical training program must meet the California Board of Behavioral Sciences and/or California Board of Psychology standards. Clinical trainees, completing hours for a graduate degree, are considered ineligible for provision of and reimbursement for MST services.

Selected bidder shall:

- a. Propose staffing appropriate for services needed at this level of care under the MST fidelity model
- b. Outline their projected team size and staffing pattern and define the job classification and responsibilities of each position including staff supervision responsibilities. MST staff per the fidelity model shall be full-time, dedicated to MST, and coordinate 24/7 on-call coverage. MST shall be administered by a team of eligible providers consisting of staff members, therapists, and supervisors who are trained and certified by an MST-approved entity (by the California Department of Healthcare Services). Each team requires at least one-half (0.5) full time-equivalent (FTE) Clinical Supervisor and two (2) to four (4) FTE Clinicians.
 - i. Clinical staffing is limited to the following classifications:
 - 1. Clinical Supervisor
 - 2. Licensed/Registered/Waivered Mental Health Clinician
 - 3. Licensed Clinical Social Worker (LCSW), including waived or registered clinical social worker.
 - 4. Licensed Professional Clinical Counselor (LPCC), including waived or registered professional clinical counselor.
 - 5. Licensed Marriage and Family Therapist (LMFT), including waived or registered marriage and family therapist.
 - 6. Licensed Psychologist, including waived psychologist.
 - 7. Psychiatrist, including clinical trainee.
- c. Consider the linguistic and cultural needs of the community when recruiting for all positions, as well as personal and professional experiences.

- d. Maintain an up-to-date caseload record of all persons enrolled in services, and provide person, programmatic, and other demographic information to the County.
- e. If psychiatry services are recommended or requested, MST will provide or arrange psychiatry with a program design that requires approval of the DBH director.
- f. Ensure staff members working directly with persons served shall provide outreach outside of the office setting and shall have the capacity to provide as many contacts as needed with persons served to meet their recovery/resiliency and wellness goals.
- g. Provide a plan for how they will minimize staff turnover and cultivate staff retention. Bidders will also do salary market research to assure competitive salaries for positions to curb staff turnover.
- h. Required Trainings and Training Expectations
 - i. Selected bidder agrees that its employees, volunteers, interns, and student trainees or subcontractors of bidders, in each case, are expected to perform professional services per an agreement with County. Selected bidder will comply with the training requirements and expectations referenced in Exhibit A, "Department of Behavioral Health Selected Bidder Training Requirements Reference Guide."
 - ii. Trainings are to be completed by selected bidder's staff after contract execution, in a timely manner. Completion deadlines for trainings are listed in Exhibit A within the descriptions. Additionally, the execution of the resulting agreement does not restart the timeline for required trainings for staff. If staff have recently completed a training under another agreement, it will be accepted.
 - iii. Selected bidder shall attend all required trainings held by MST Services, Inc. to achieve fidelity.
- i. Provide sufficient number of licensed staffing and bidders will manage assignment of persons served within the program to ensure that all services for persons with dual coverage are claimable (e.g. Medicare/Medi-Cal dually enrolled persons).
- j. Enter into and execute an agreement, as shown in Exhibit B, with MST Services, Inc. for the provision of technical assistance, training, and other required implementation support related to the MST model.

V. General Requirements

- a. Guiding Principles of Care Delivery: All services provided by the selected bidder shall be in accordance with DBH's Guiding Principles of Care Delivery in accordance with Exhibit C.
- b. Federal/HIPAA Laws: Strictly adhere with all applicable Federal (including HIPAA laws), State of California, and/or local laws and regulations relating to confidentiality and protected health information.
- c. Clinical Tools: Utilize and integrate clinical tools and peer review tools as directed by DBH.
- d. Interpreter/Translation Services: Provide/demonstrate ability to access competent and appropriate linguistic services in the identified individual's language of choice and have a working knowledge of accessing and utilizing qualified staff /third-party

interpreters or language lines during provision of services. Interpretation/Translation services will be at the cost of the selected bidder.

e. Licensing, Certification, and Credentialing:

- i. The Fresno County BHP requires its licensed/registered/waivered and certified providers to comply with and maintain professional competencies in their fields of expertise. To ensure competency, the credentialing process is required for all new and current provider staff. DBH's Credentialing Committee approval of selected bidder's behavioral health program staff is necessary before service delivery. The selected bidder will be required to submit related documents to the County's Plan Administration Division for review by DBH's Credentialing Committee. The selected bidder will define their protocol for ensuring the Fresno County credentialing process is adhered to. If the selected bidder is not certified at the time of award, the selected bidder will work with DBH to execute the process for certification within sixty (60) days of the start of the resulting Agreement.

f. Compliance Program:

- i. The selected bidder shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing practices, licensure/certification verification and adherence to County, State, and Federal regulations. If the selected bidder identifies improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), the selected bidder is required to take prompt steps to correct said problem(s) and is required to report to DBH any overpayments discovered as a result of such problems.
- ii. Selected bidder shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health Care Services, Office of Inspector General. The selected bidder shall adhere to applicable DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.
- iii. The selected bidder shall comply with Fresno County BHP Compliance Program Code of Conduct and Acknowledgement and Agreement Form in accordance with Exhibit D.
- iv. Specific Compliance requirements will be outlined in the resulting Agreement.

g. Cultural Responsivity: The selected bidder shall be required to adhere to DBH's Cultural Responsivity requirements included as Exhibit E - National Standards for Culturally and Linguistically Appropriated Services (CLAS).

- i. The selected bidder providing direct care and services shall adhere to the national Cultural and Linguistically Appropriate Services (CLAS) standards to adhere with regulatory requirements and ensuring culturally and

linguistically responsive care. Selected bidder shall provide annual documentation to demonstrate implementation and compliance with CLAS standards, which may include an organizational CLAS plan, training records, records of interpreter/translation services utilized, etc.

- ii. Additionally, selected bidder will be required to collect the required demographic data related to their funding source to meet outcomes and evaluation requirements.
- iii. Participation on the annual diversity, equity and inclusion (formerly Cultural Humility) survey provides DBH vital data necessary to assess its effectiveness in meeting the Cultural Competency Plan Requirements (CCPR), and thus selected bidder will be required to participate in the annual survey process.
- iv. Specific CLAS and health disparities requirements will be outlined in the resulting Agreement.

h. Service Data for Billing Purposes

- i. The selected bidder will provide accurate and timely input of services provided in the County's Electronic Health Record (EHR). The current EHR is a web-based application and requires a computer with a minimum of 16 GB RAM using either Edge or Chrome as the browser, and a stable high speed internet connection. Additional drivers may be needed to scan documents into the EHR. The selected bidder will be responsible for equipment to support the using of the EHR. Selected bidder may be required to utilize data entry forms, portals, or related systems for compliance with County data reporting requirements during the duration of the contract.
- ii. Data entry shall be the responsibility of the selected bidder. The County shall monitor the number and amount of services entered into the EHR. Any and all audit exceptions resulting from the provision and billing of Medi-Cal services by the selected bidder shall be the sole responsibility of the selected bidder.
- iii. The selected bidder will utilize the County's EHR for all BHP billing and reporting functions, and may elect to utilize the County's EHR for all clinical documentation, at no additional cost to selected bidder. Preference will be given to bidders electing to utilize the County's EHR for clinical documentation.
- iv. If a selected bidder elects to not use the County's EHR for all clinical documentation, the selected bidder must submit a plan demonstrating how all necessary requirements involving electronic health information exchange between the selected bidder and the county will be met. If not using County's EHR, the selected bidder must also submit a plan on how the health records will be returned to the county upon termination of the resulting Agreement.

i. Outcomes/Performance Monitoring

- i. In an effort to satisfy required state, federal and other funding and reporting requirements and to successfully administer, assess and evaluate program

outcomes effectiveness, the selected bidder shall be asked to collect data and measures applicable to services requested in this RFP and submit them in a timely manner to DBH. Such outcomes and data monitoring guidance can be found in Exhibit H – Program Performance Monitoring.

- ii. DBH will collect data and develop required annual reports. The data that shall be requested is necessary for DBH to successfully complete its reporting and outcome requirements with appropriate funders, which may include local, State, and Federal agencies.
- iii. The outcomes will be composed of two sections: a general data requirement for systemic service delivery oversight and reporting, and a specific data set dependent on the level of service, age range, modality, funding source requirements, and other specific measures.
- iv. Selected bidder shall use a web-based data management tool (MSTI.org) to track case-level outcome data. At the time of discharge, MST measures three main outcomes for each youth receiving treatment:
 - 1. Is the youth at home?
 - 2. Is the youth in school or working?
 - 3. Was the youth arrested during MST treatment?
- v. Selected bidder shall participate in quality assurance monitoring to maintain licensure. As part of the MST QA/QI Process, information is gathered from caregivers, therapists, and supervisors. MST Services may reach out to families to complete a survey.
Model fidelity is also tracked during treatment by gathering data from the primary caretaker of the family, who reports on how well the MST Therapist is adhering to treatment principles. Furthermore, the MST Therapist reports on their supervisor's and consultant's adherence. Supervisors also report on the consultant's adherence. A Program Implementation Review that assesses the implementation of the model at the program level is conducted as well. Model fidelity is critically important as research demonstrates that proper adherence and supervision results in a 64% reduction in incarceration.
- vi. Both the general and specific data set requirements are outlined in Exhibit B. As noted previously in this RFP, regulations are expected to change, and bidders will be required to adhere to new requirements and changes in collaboration with DBH.

j. Reports

- i. Selected bidder shall provide all necessary data needed for County to complete evaluation of services annually. Data and outcomes shall be submitted to DBH and made available to partnering and interested local agencies and organizations (e.g., project collaborators, other community agencies, and mental health treatment providers).
- ii. Additional reports and outcome information may be requested by DBH at a later date, as needed.

k. County shall:

- i. Assist selected bidder's efforts to evaluate the needs of each person served on an ongoing basis to ensure that the level of care they are receiving is clinically appropriate.
- ii. Provide oversight and collaborate with selected bidder and other County Departments and community agencies to help achieve State program goals and outcomes. Oversight includes, but is not limited to, contract monitoring and coordination with the COE, Department of Health Care Services (DHCS), and/or other oversight agencies in regard to program administration and outcomes.
- iii. Assist selected bidder in making linkages with the total mental health system of care. This will be accomplished through regularly scheduled meetings as well as formal and informal consultation.
- iv. Participate in evaluating overall program progress and efficiency and be available to selected bidder for ongoing consultation, in addition to the COE fidelity supports.
- v. Gather outcome information from target person served groups and selected bidder throughout each term of the resulting Agreement. County shall notify selected bidder when their participation is required. The performance outcome measurement process shall not be limited to survey instruments but will also include, as appropriate, person served and staff interviews, chart reviews, data analysis and other methods of obtaining required information. To comply with changing regulations, outcome and data tracking requirements are expected to change and County will inform and work with the selected bidder to adapt throughout the term of the resulting Agreement.
- vi. Assist selected bidder's efforts toward cultural and linguistic responsiveness by providing technical assistance regarding cultural responsiveness requirements.
- vii. Assist selected bidder in connecting and engaging with MST Services, Inc.

I. DBH Branding and Communications Requirements:

The Department of Behavioral Health (DBH) is in the process of developing standardized expectations for branding and communication for all Department of Behavioral Health programs, inclusive of programs operated by agencies contracted to deliver services on behalf of, and in partnership with, the Department. All decisions regarding DBH funded program naming, program branding, program marketing, program signage, program website/webpage, program brochures, program promotional materials and similar communications shall require advanced approval by the Department. When branding and communication standards are finalized, the Department will communicate them to all contracted partner agencies. Until that time, this RFP shall serve as notice that the selected bidder shall seek and obtain the Department's approval prior to commencing any branding, marketing or media communication of the resulting agreement and shall conform to standardized requirements subsequent to their publication in the near future.

SCOPE OF WORK PROPOSAL REQUIREMENTS

Pursuant to instructions included in this RFP, Proposal Content Requirements, a bidder's proposal shall include a response to the following:

Proposals shall clearly and concisely address each of the questions and requests below. There is no page limit for the submission. Bidders shall use font size 11 for submissions. Font requirements do not apply for attachments submitted.

I. Target Population

- a. Provide an overview of the target population and the eligibility criteria for enrollment and engagement.
- b. Describe unique challenges of the target population and outline the bidder's strategies/plans to successfully meet and overcome these challenges, including strategies for outreach, engagement, and retention in the program.
- c. Demonstrate prior experience and knowledge in providing services to the target population, as well as other culturally diverse populations, including racial/ethnic minorities, persons with disabilities, persons with religious/spiritual affiliations, LGBTQ, and former foster youth. Bidders must include sufficient language capability and cultural competency in delivering services described in this RFP.

II. Services Start Date

- a. Describe the bidder's ability to be prepared to provide all required services by the services start date listed in the RFP.
- b. Describe the bidder's previous experience with obtaining site certification through the Fresno County BHP for Medi-Cal services.

III. Location of Services and Hours of Operation

- a. Provide the location(s) where services will be performed.
- b. Describe the bidder's understanding of the network adequacy standards for time and distance and bidder's plan to ensure compliance.
- c. Provide the hours of operation expected for the program. Include discussion of how the service hours are appropriate for the target population.
- d. Provide details on when and how hours will be adjusted to account for increased evening appointment requests.

IV. Description of Services

- a. Describe the bidders' experience with offering MST services described in the Summary of Services.
- b. Describe how the bidder will meet the expected timelines for initiation of services after persons served are referred to them. Describe the strategies that will be utilized to prevent any waitlists and reduce the time persons served wait to begin the program.
- c. Describe how the bidder will engage the participating family or natural support of the person served in the development of their treatment plans to identify all the services and supports needed to achieve resiliency and recovery along with other personalized goals identified in the treatment plans.
- d. Describe how the bidder will refer and link persons served (and families) with community resources as needed, including a summary of the specific types of

services, resources, and other supports that persons served in the target population are likely to require and bidder's ability to navigate and support linkages to resources in Fresno County.

- e. Include a plan for possible urgent conditions or psychiatric emergency response for persons receiving services within the program. (Note: County has no expectation that bidder's service locations will serve as a site for psychiatric emergency care, but that bidders will have a contingency plan in place for psychiatric emergencies or urgent conditions, if/when one occurs).
- f. Define bidder's understanding of and implementation plan for the step down and/or warm hand-off process.
- g. Describe the diversity of skills, interventions and techniques that will be used to ensure that recovery and wellness goals will be person served-driven.
- h. Bidders may elect to also show an alternative innovative/creative approach or program design that will enhance services as presented in the RFP.
- i. Provide an overview of outreach efforts your proposed program will implement to contact hard to reach populations or persons.

V. Additional Program Requirements

- a. Describe how bidder will meet the other programmatic requirements as described within the RFP including:
 - i. Any clinical tools to be used for program services.
 - ii. Electronic Health Record:
 - 1. Does the bidder intend to use the County's current EHR, SmartCare?
 - 2. If not, what EHR system does the bidder plan to utilize and how will bidder ensure relevant clinical documentation and billing data is stored and transmitted to DBH in a manner which meets DBHs oversight and reporting needs?
 - 3. If the bidder elects to not use the County's EHR for all clinical documentation, describe bidder's plan for the return of health records upon termination of the resulting Agreement.
- b. Describe how the bidder will conduct internal monitoring and auditing of the program in regard to billing practices, licensure/certification verification and adherence to County, State, and Federal regulations.
- c. Demonstrate the bidder's knowledge of Behavioral Health Services Act, Medi-Cal regulations including California Advancing and Innovating Medi-Cal (CalAIM), as well as other relevant laws, regulations, statutes, and effective operating principles required to provide the services in this RFP.

VI. Staffing Requirements

- a. Organizational Plan
 - i. Describe bidder's organizational plan, management structure, and staffing plan to be adequate and appropriate for overseeing the proposed services. The proposed staffing plan should include staff with sufficient experience and knowledge, and be adequate for providing, overseeing and evaluating the proposed services.
- b. Staff Training Needs
 - i. Describe how the bidder will provide for its employees' educational and training needs related to specific behavioral health needs of the intended population in accordance with DBH Training requirements.

- ii. Describe the training that shall be provided on cultural needs of the intended population. This should include staff throughout the organization, not just direct clinical staff at the program.
- c. Staffing Plans
 - i. Provide an outline of expected staffing levels based on the projected volume of service, including appropriate leadership and supervision of clinical programs.
 - ii. Describe the roles and responsibilities of each team member (including to the person served and their family).
 - 1. Provide a description of the qualifications for each type of position, including any licensure required, and roles and responsibilities.
 - 2. Clearly identify all job titles, number of Full Time Equivalents (FTE) for each staff position, staff names (or to be hired when appropriate), educational level, the number of intended persons served and the ratio for those staff working directly with the persons served.
 - iii. Describe the bidder's plan to recruit, hire and sustain a multicultural treatment team.
 - iv. Describe the bidder's plan to secure the services of trained, qualified translators and interpreters as necessary.
 - v. Describe the bidder's plan to sustain a fully staffed team and not have revolving staff turnover, including leadership and care providers who possess clinical competencies and sufficient experience to deliver the level of care outlined in the scope of work.

VII. Outcomes/Performance Monitoring

- a. Objectives and Deliverables
 - i. Describe how the bidder will meet data collection and reporting requirements as determined in collaboration with Fresno County DBH.
 - ii. Describe how the program's service approach will promote accountability for performance outcomes ensuring persons served and their families own their recovery.
 - iii. Describe how the program will adapt to new data requirements throughout the course of the resulting Agreement.

VIII. Funding

- a. Describe the experience the bidder has billing for Medi-Cal services.
- b. Describe the experience the bidder has billing Medicare and Other Health Coverage.

IX. Transition Plan

- a. The bidder must provide a detailed plan for transition of services within sixty (60) days for persons currently receiving services with an incumbent provider. The plan must reflect the transition as services and responsibilities flow from the existing contracted provider to the newly awarded bidder as the current provider may, if not selected, need to transition all their current persons served out to the new program.

COST PROPOSAL

This Request for Proposal (RFP) requires a five (5) year budget proposal submitted by all prospective bidders. This shall include a proposed fee-for-service estimated maximum reimbursement/compensation amount for treatment by level of service based on anticipated Medi-Cal services provided. The overall maximum compensation for all five (5) years shall be the sum of fee-for-service reimbursement. **Bidder must submit the five (5) year budget proposal in excel format, on the templates provided.**

CONTRACT PERIOD

Year 1	October 1, 2026	June 30, 2027
Year 2	July 1, 2027	June 30, 2028
Year 3	July 1, 2028	June 30, 2029
Year 4	July 1, 2029	June 30, 2030
Year 5	July 1, 2030	June 30, 2031

FEE-FOR-SERVICE REIMBURSEMENT

With the implementation of the California Advancing and Innovating Medi-Cal (CalAIM) initiative and Behavioral Health Payment Reform, effective July 1, 2023, County Behavioral Health Plans (BHPs) across the state transitioned from cost-based reimbursement funded via Certified Public Expenditures (CPEs) to fee-for-service reimbursement funded via Intergovernmental Transfers (IGTs). Payment reform has shifted reimbursement for specialty mental health, substance use disorder, and other applicable treatment services to be compensated through a fee-for-service reimbursement structure for all Counties.

In alignment with Payment Reform, the selected bidder will be reimbursed for treatment services through the fee-for-service reimbursement structure. Reimbursements shall be based on the claims entered into the County's EHR, and the units of time assigned to each billing code, as provided in the DHCS Billing Manual (as amended from time to time), multiplied by the practitioner service rates below. Reimbursement will be contingent upon certification and other proof satisfactory to County that services have been performed by the selected bidder and/or after receipt and verification of actual services provided. This may include verification of direct services by reports produced by the County's EHR system. Selected bidder is also expected to claim and collect all other available revenues, including but not limited to: Medicare, private insurance, grants, client rents/fees, and other private funds. There is no cost settlement for the Fee-for-Service reimbursement structure.

The Fee-for-Service maximum compensation for specialty mental health services shall not exceed \$910,000 per year for the length of the resulting agreement, five (5) year maximum amount to not exceed \$4,550,000. This RFP requires estimated maximum reimbursement/compensation by level of service based on anticipated hours of treatment services provided (See Exhibit F - Budget & Narrative Template). Services will be paid at rates provided below. If there is a rate increase provided by the State, the County may amend selected bidder's rates in an equivalent amount up to five percent (5%), at County discretion. The service rates are fully loaded for outpatient services. A fully loaded rate accounts for program operating expenses. This includes, but is not limited to, staff time spent on direct patient care, staff time not spent on direct patient care (e.g. time spent on documentation, travel, and paid time off), total staff compensation (e.g., salaries and wages, benefits, bonuses, and other incentives), bidder vehicle expenses (e.g. gas, maintenance, insurance), training, assets/capital assets, utilities, and any direct and indirect overhead and operating costs. Indirect cost expenses shall be determined by the bidder under the Fee-for-service reimbursement

structure.

Selected bidder shall provide County with access to all documentation of services provided under the resulting Agreement for County's use in administering the resulting Agreement. Selected bidder shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized Federal and State agencies to evaluate performance under the resulting Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the selected bidder pertaining to such services at any time and as otherwise required under the resulting Agreement.

FEE-FOR-SERVICE RATE(S)

Reimbursement for MST services provided under this Agreement shall be made in accordance with the bundled rates approved by California Department of Health Care Services (DHCS). The selected bidder shall submit claims consistent with DHCS requirements and applicable Medi-Cal billing guidance for MST bundled services.

The monthly bundled rate is categorized as full or partial month service provision and is determined by the number of face to face (FTF) encounters with the person served.

- a. Partial month is defined by DHCS as 4-5 encounters, of which 3 of the encounters must be face to face (FTF).
- b. Full month is defined as 6 or more encounters, of which 4 of the encounters must be FTF.

Procedure Code	Code Description	Service Type	Rate	Time Base
H2033	MST: Full Month	Monthly	\$5,354.38	>= 6.0 Encounters (4.0 encounters must be FTF*)
H2033	MST: Partial Month	Monthly	\$3,569.59	4.0 to 5.0 Encounters (3.0 encounters must be FTF*)

AWARD CRITERIA

All proposals will be evaluated using the same criteria. While cost is important, other factors are also significant, and the County may not select the lowest cost proposal. The objective is to choose the proposal that offers the highest quality services and will best achieve the County's goals and objectives within a reasonable budget. Evaluations will be based on the criteria listed below:

COST

- a. Are proposed costs and estimated hours of billable service units sufficient to deliver the described scope without being unrealistically low/high?
- b. Are Budgets for all five (5) fiscal years submitted and complete?
- c. Are costs proposed within a reasonable range of the maximum compensation amounts identified in the Cost Proposal section?

CAPABILITY AND QUALIFICATIONS

- a. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- b. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed?
- c. Does the bidder demonstrate knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- d. Does the bidder demonstrate experience in providing the services desired in a California County? How much experience does the bidder have?
- e. Does the bidder's staff, or staff to be recruited or hired, have demonstrated experience working with culturally and linguistically underserved minority populations and have knowledge about the culture and languages of these intended groups as well as other diverse communities?
- f. Does the bidder provide a clear plan to deliver quality mental health services for our most vulnerable population?
- g. Does the bidder demonstrate thorough knowledge of all Medi-Cal regulations, policies, and procedures as it pertains to the proposed program and services described in this RFP?
- h. Does the bidder demonstrate adequate understanding of the MST service delivery models to be used?
- i. Does the bidder demonstrate the commitment and ability to deliver services to diverse persons served in a linguistically and culturally appropriate manner?
- j. Does the bidder demonstrate knowledge of additional community-based services and resources for linkages and coordinated care as well as how they plan to initiate warm hand offs?

MANAGEMENT PLAN

- a. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services both clinically and administratively?
- b. Are the proposed staffing patterns sufficient in number for providing and evaluating the 24/7 proposed services?

- c. Does the bidder demonstrate a plan to conduct internal monitoring and auditing of its agency?

SERVICE OUTCOME MEASURES

- a. Does the bidder demonstrate the knowledge and experience required to produce desired outcomes?
- b. Does the bidder demonstrate the capability to track and report necessary data and outcomes?
- c. Does the bidder demonstrate how they will work with MST Services to ensure that desired services are to fidelity for an evidence-based model?

PROPOSAL CONTENT REQUIREMENTS

It is required that the vendor submit his/her proposal in accordance with the format and instructions provided under this section.

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION
- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
 - A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work and/or Scope of Work Proposal Requirements.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
 - A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.

- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work Proposal Requirements" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work Proposal Requirements" items. Each description should begin with a restatement of the "Scope of Work Proposal Requirements" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Proposals may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

TRADE SECRET ACKNOWLEDGEMENT

Each proposal submitted is public record under the California Public Records Act (Cal. Gov. Code, secs. 7920.000 and following) and is therefore open to inspection by the public as required by Section 7922.525 of the California Government Code. The County will not exclude any proposal or portion of a proposal from treatment as a public record except information that it is properly submitted as a "trade secret" (described below) and determined by the County to be a "trade secret" (if not otherwise subject to disclosure, as stated below).

Information submitted as "proprietary", "confidential" or under any other terms that might state or suggest restricted public access will not be excluded from treatment as public record.

A general description of a "trade secret" is information, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and is the subject of efforts to maintain its secrecy.

Requirements for Consideration as a Trade Secret:

1. Information must be submitted in a separate PDF file titled "Trade Secret"
2. Information must include a clear and concise statement that sets out the reasons the information qualifies as a Trade Secret.
3. Information must conform to the above description of a Trade Secret.

Information submitted by a bidder as trade secret will be reviewed by County of Fresno's Purchasing Division, with the assistance of the County's legal counsel, to determine conformance or non-conformance to the foregoing description.

Information that is properly identified as "trade secret" and which the County determines to conform to the description will not become public record (if not otherwise subject to disclosure, as stated below). The County will safeguard this information in an appropriate manner, provided however, in the event of a request, demand, or legal action by any person or entity seeking access to the trade secret information, the County will inform the bidder of such request, demand, or legal action, and the bidder shall defend, indemnify, and hold harmless the County, including its officers and employees, against any and all claims, liabilities, damages, or costs or expenses, including attorney's fees and costs, relating to such request, demand or legal action, seeking access to the trade secret information.

Information submitted by bidder as trade secret and determined by the County not to be in conformance with the above requirements for consideration as a trade secret shall not be treated as a trade secret.

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if (1) they are not electronically submitted in a separate PDF that is marked "Trade Secret"; or (2) disclosure thereof is required or allowed under the law or by order of court.

Bidders are advised that the County does not wish to receive trade secrets and that bidders are not to supply trade secrets unless they are absolutely necessary.

BIDDER MUST CHECK ONE OF THE FOLLOWING:

Has bidder complied with all of the requirements for consideration as a trade secret listed above?

By marking "**NO**", bidder does not claim any bid information submitted to the County is a trade secret.

☐ **YES** ☐ **NO**

I have read and understand and agree to the above "Trade Secret Acknowledgement."

ACKNOWLEDGED AND AGREED BY BIDDER:

Signature

Date

Print Name

Title

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

1. Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - a. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - b. violation of a federal or state antitrust statute;
 - c. embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - d. false statements or receipt of stolen property
2. Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<https://sam.gov/content/home>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

REFERENCE LIST

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

Provide a list of at least five (5) customers for whom you have recently provided similar services. If you have held a contract for these or similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Project Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

*** Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the California Association of Public Procurement Officials (CAPPO) Central Valley Chapter and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included are important requirements the bidder is responsible to submit with the RFP package in order to make the RFP compliant.

Check off each of the following (*if applicable*):

1. _____ Signed cover page of Request for Proposal (RFP).
2. _____ Check <http://www.FresnoCountyCA.gov/departments/internal-services/purchasing/bid-opportunities> for any addenda.
3. _____ Signed cover page of each Addendum.
4. _____ Provide a Conflict of Interest Statement.
5. _____ Signed *Trade Secret Form* as provided with this RFP (Trade Secret Information, if provided, must be electronically submitted in a separate PDF file and marked as Confidential).
6. _____ Signed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ Signed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. _____ Bidder's proposal, in PDF format, electronically submitted to the Bid Page on Public Purchase.
11. _____ Bidder's Cost Proposal, in Excel, electronically submitted to the Bid Page on Public Purchase
12. _____ Bidder's response does not contain any links (as stated in Bid Instructions).

Return Checklist with your RFP response

EXHIBITS

- A. Training Requirements**
- B. Licensee Agreement for Provider Agencies**
- C. DBH Guiding Principles of Care Delivery**
- D. Behavioral Health Plan Compliance Program Code of Conduct**
- E. CLAS Standards**
- F. Budget & Narrative**
- G. Insurance Requirements**
- H. Performance Outcome**